



ASIC

Australian Securities &
Investments Commission

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Contents

Notices under Corporations Act 2001

17-0886	17-0901	01-0917	17-0919	17-0920	17-0922	17-0924
17-0925	17-0927					

Company/scheme deregistrations

Change of company type

RIGHTS OF REVIEW

Persons affected by certain decisions made by ASIC under the *Corporations Act 2001* and the other legislation administered by ASIC may have rights of review. ASIC has published Regulatory Guide 57 *Notification of rights of review* (RG57) and Information Sheet *ASIC decisions – your rights* (INFO 9) to assist you to determine whether you have a right of review. You can obtain a copy of these documents from the ASIC Digest, the ASIC website at www.asic.gov.au or from the Administrative Law Co-ordinator in the ASIC office with which you have been dealing.

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ASIC

Australian Securities & Investments Commission

17-0886


**Australian Securities and Investments Commission
Corporations Act 2001 Section 915B**

Notice of Cancellation of an Australian Financial Services Licence

TO: D.P McGregor & J.C McGregor
ABN 11 614 084 532 ("the Licensee")
29 Casey Street
Orange NSW 2800

Pursuant to paragraph 915B(2)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 474966 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 18 October 2017

Signed 

Kim Demarte
A delegate of the Australian Securities and Investments Commission

**ASIC**


Australian Securities & Investments Commission

17-0901**Australian Securities and Investments Commission
Corporations Act 2001 Section 915B****Notice of Cancellation of an Australian Financial Services Licence**

TO: Sun Hung Kai Financial Australia Pty Ltd
ACN 141 537 180 ("the Licensee")
Transport House, Level 5
99 Macquarie Street
Sydney NSW 2000

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 470840 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 12 October 2017

Signed 

Kim Demarte
A delegate of the Australian Securities and Investments Commission

17-0917

**Australian Securities and Investments Commission
Corporations Act 2001 – Subsections 911A(2),
992B(1) and 1020F(1) – Exemptions**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsections 911A(2), 992B(1) and 1020F(1) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 17-0917.

Commencement

3. This instrument commences on 16 October 2017.

Disclosure relief

4. Aliaxis S.A (*Aliaxis*), Aliaxis Management Company SCRL (*AMC*) and Société Financière du Val d'Or SA (*SFV*) do not have to comply with Part 7.9 of the Act in relation to an offer of an eligible product to an eligible participant under the Aliaxis SMLTP, provided the offer is made on or before the expiry day.

Personal advice given by advisers

5. An eligible product offered under the Aliaxis SMLTP is exempt from section 1012A of the Act to the extent that section requires a person to give a Product Disclosure Statement for an eligible product to an eligible participant, provided the person has no reason to believe the Aliaxis SMLTP is not covered by this instrument.

Licensing, hawking and other incidental relief*General advice*

6. Aliaxis, AMC and SFV do not have to comply with subsection 911A(1) of the Act in relation to the provision of a financial service consisting of general advice in connection with an offer of an eligible product to an eligible participant under the Aliaxis SMLTP.

Dealing

7. Aliaxis, AMC and SFV do not have to comply with subsection 911A(1) of the Act in relation to the provision of any of the following financial services in relation to an offer of an eligible product to an eligible participant in connection with the Aliaxis SMLTP:
 - (a) issuing the eligible product;

17-0917

- (b) dealing in the eligible product where any acquisition by purchase or disposal of the eligible product by Aliaxis or AMC occurs either:
 - (i) through a financial services licensee; or
 - (ii) outside this jurisdiction and through a person which is licensed or otherwise authorised to deal in financial products of that kind in the relevant place.

Hawking

- 8. Aliaxis, AMC and SFV do not have to comply with section 992A of the Act in relation to making an offer of an eligible product to an eligible participant in the course of, or because of, an unsolicited meeting or telephone call held or made in connection with the Aliaxis SMLTP.

Advertising

- 9. Aliaxis, AMC and SFV do not have to comply with section 1018A of the Act in relation to an advertisement or publication that advertises, or publishes a statement that is reasonably likely to induce eligible participants to acquire, an eligible product under the Aliaxis SMLTP.

Conditions*Contribution plans and loans not permitted*

- 10. Aliaxis, AMC and SFV must ensure that the terms of the Aliaxis SMLTP, so far as they apply to eligible participants in this jurisdiction:
 - (a) do not involve a contribution plan; and
 - (b) do not involve a loan to the eligible participant to acquire eligible products.

Disclosure

- 11. Aliaxis, AMC and SFV must ensure that, in relation to an offer of an eligible product to an eligible participant under the Aliaxis SMLTP:
 - (a) the offer is made in, or is accompanied by, an offer document; and
 - (b) the offer document is accompanied by:
 - (ii) a copy of the Aliaxis directors' solvency resolution made no earlier than 1 month before the making of the offer; and
 - (iii) a copy of the Aliaxis directors' valuation resolution made no earlier than 12 months before the making of the offer and being the most recent directors' valuation resolution; and
 - (c) if requested by an eligible participant at any time during the period the eligible

17-0917

participant is participating in the Aliaxis SMLTP, or remains subject to the terms of the Aliaxis SMLTP, the eligible participant is given, within 4 months after making the request a copy of the most recent annual reports.

20% issue limit

12. Aliaxis, AMC and SFV must, at the time of making an offer of an eligible product under the Aliaxis SMLTP, have reasonable grounds to believe that the number of underlying eligible products in a class of underlying eligible products that form part of the issued capital of Aliaxis S.A or AMC that have been or may be issued in any of the circumstances covered by the following paragraphs will not exceed 20% of the total number of underlying eligible products in that class on issue:
- (a) underlying eligible products that may be issued under the offer;
 - (b) underlying eligible products issued or that may be issued as a result of offers made at any time during the previous 3 year period under:
 - (i) the Aliaxis SMLTP; and
 - (ii) an ASIC exempt arrangement of a similar kind to the Aliaxis SMLTP.

Administration

13. Aliaxis, AMC and SFV must ensure that:
- (a) they do not levy any fees or charges for administering the Aliaxis SMLTP that are payable directly by any eligible participant or out of the assets of AMC, other than reasonable disbursements including brokerage and tax levied or incurred in connection with the Aliaxis SMLTP or fees and charges otherwise provided for in the Rules or as authorised under the laws of Belgium;
 - (b) eligible participants are provided with copies of all AMC annual reports prepared under the laws of Belgium;
 - (c) eligible participants are provided with copies of all other disclosures that AMC is required to provide to its shareholders under the laws of Belgium.

Regulation

14. Aliaxis, AMC and SFV must comply with the rules of the Aliaxis SMLTP and the laws of Belgium in so far as they apply to the Aliaxis SMLTP, AMC and SFV.

ASIC power to request documents

15. Aliaxis, AMC and/or SFV must, if requested by ASIC and in accordance with the request, make available to ASIC the offer document and all other accompanying

17-0917

information or documents given to eligible participants in connection with an offer under the Aliaxis SMLTP that is made in reliance on this instrument. If any document is not in English, a translation of that document into English must be made available (and it must be a certified translation if requested by ASIC).

Interpretation

16. In this instrument:

- (a) *Aliaxis SMLTP* means the Aliaxis Senior Management Long Term Performance Plan which is comprised in documents being in substantially in the same form as provided to ASIC on 18 May 2017, 23 June 2017 and 4 August 2017;

annual reports means, in relation to a financial year, a financial report, directors' report and auditor's report on the financial report of:

- (a) Aliaxis, being a report prepared under the laws of Belgium;
- (b) AMC, being a report prepared under the laws of Belgium;
- (c) Aliaxis Holdings Australia Pty Limited, being a report prepared in compliance with Part 2M.3 of the Act.

ASIC exempt arrangement of a similar kind, in relation to the Aliaxis SMLTP, means an arrangement covered or previously covered by ASIC Class Order [CO 14/1001] or an instrument expressed to apply to Aliaxis and AMC and which grants or granted similar relief to the relief granted by this instrument;

contribution plan means a plan under which an eligible participant may make monetary contributions towards the acquisition of underlying eligible products from one or more of the following:

- (a) gross (before-tax) wages or salary;
- (b) net (after-tax) wages or salary;
- (c) other monies;

but does not include the application of a bonus towards the acquisition of underlying eligible products in the manner set out in the Aliaxis SMLTP

directors' solvency resolution means a resolution of the directors of Aliaxis that there are reasonable grounds to believe that Aliaxis will be able to pay its debts as and when they become due and payable;

directors' valuation resolution means a resolution of the directors of Aliaxis which relates to a valuation of Aliaxis or its eligible products, and is used to determine the value of an offer of eligible products to an eligible participant;

eligible participant, in relation to Aliaxis or a wholly-owned subsidiary, means a

17-0917

person who is both specified in column 2 of Table A and a senior manager (as defined in s9 of the Act) of Aliaxis or a wholly owned subsidiary of Aliaxis.

eligible product means a financial product of Aliaxis or AMC specified in column 1 of Table A;

employee incentive scheme means an arrangement under which offers of financial products of an unlisted body are made by the body or a wholly-owned subsidiary of the body to persons that is designed to support interdependence between the body and those persons for their long-term mutual benefit;

expiry day means the date 5 years from the date that this instrument commences.

financial product advice has the meaning given by section 766B of the Act;

general advice has the meaning given by section 766B of the Act;

incentive right means a conditional right:

- (a) to acquire underlying eligible products;
- (b) to be paid a cash amount that is ultimately determined by reference to (wholly or in part):
 - (i) the price or value at a given time of the underlying eligible product to which the right relates;
 - (ii) a change in the price or value over a given period of the underlying eligible product to which the right relates;
 - (iii) the amount or value of dividends or distributions paid or payable in relation to the underlying eligible product to which the right relates; or
 - (iv) a change in the amount or value over a given period of time of dividends or distributions paid or payable in relation to the underlying eligible product to which the right relates; or
- (c) to acquire or to be paid a combination of underlying eligible products and a cash amount as determined in accordance with paragraph (b);

offer, in relation to an eligible product, has a meaning affected by section and 1010C of the Act and includes:

- (a) an offer to issue the eligible product;
- (b) an issue or grant of the eligible product;
- (c) an offer to transfer the eligible product;

17-0917

- (d) a transfer of the eligible product;
- (e) an offer to arrange for the issue or transfer of the eligible product;

offer document, in relation to an offer of eligible products under the Aliaxis SMLTP, means a document which includes, or is accompanied by, the following information, statements and explanations worded and presented in a clear, concise and effective manner:

- (a) on the cover page of the offer document, in a box and in a minimum font size of 14 points—prominent statements to the following effect:
 - (i) the eligible products offered under this document may or may not have any value that is capable of being realised by the eligible participant;
 - (ii) whether the eligible products have any value that is capable of being realised by the eligible participant will depend on future events which may or may not occur;
- (b) prominent statements to the effect that:
 - (i) any advice given by Aliaxis or AMC in relation to eligible products offered under the Aliaxis SMLTP does not take into account an eligible participant's objectives, financial situation and needs; and
 - (ii) eligible participants should consider obtaining their own financial product advice from a person who is licensed by ASIC to give such advice;
 - (iii) eligible participants may, at any time during the operation of the Aliaxis SMLTP make a request to be given, without charge a copy of the most recent annual reports.
- (c) either:
 - (i) a copy of the terms of the Aliaxis SMLTP; or
 - (ii) a summary of the terms of the Aliaxis SMLTP together with a statement that, on request and at no charge and within a reasonable time, the body will provide an eligible participant with a copy of the terms of the Aliaxis SMLTP;
- (e) an explanation of the methodology used or adopted by the directors of Aliaxis and AMC for the purposes of the directors' valuation resolution;
- (f) the identity of Aliaxis and AMC and the nature of the eligible products offered under the Aliaxis SMLTP;
- (h) the nature of the risks involved in investing in eligible products offered under the Aliaxis SMLTP; and

17-0917

- (i) a copy of the most recent annual reports.

prospective participant, in relation to an offer of an eligible product under the Aliaxis SMLTP, means a person to whom the offer is made but who can only accept the offer if an arrangement has been entered into that will result in the person becoming covered by one of paragraphs (a) or (b) of column 2 of Table A;

underlying eligible product means an eligible product specified in paragraph (a) in column 1 of Table A;

- (b) an offer of eligible products to an eligible participant under the Aliaxis SMLTP on terms that the eligible participant may renounce the offer in favour of a person covered by one of the following paragraphs is to be treated as an offer of eligible products to the eligible participant:
 - (i) an immediate family member of the eligible participant;
 - (ii) a company whose members comprise no persons other than the eligible participant or immediate family members of the participant;
 - (iii) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*) where the eligible participant is a director of the trustee;
- (c) for the avoidance of doubt, a document or other writing to be given in connection with this instrument may be given by electronic means (including, in the case of a document or other writing to be given by Aliaxis or AMC, by way of making it available on a website and notifying the intended recipient that it is available on the website).

Dated this 16th day of October 2017



Signed by Ben Phillips
as a delegate of the Australian Securities and Investments Commission

17-0917

Table A

Column 1 Eligible product	Column 2 Eligible participant
(a) a fully paid ordinary share of Aliaxis or AMC;	(a) a full-time or part-time employee (including an executive director);
(b) a derivative referenced to a financial product mentioned in paragraph (a);	(b) a prospective participant.
(c) an incentive right granted in relation to a financial product mentioned in paragraph (a).	

17-0919

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 655A(1)(a) and 673(1)(a) – Exemptions**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 655A(1)(a) and 673(1)(a) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 17-0919.

Commencement

3. This instrument commences on the date it is signed.

Cessation

4. This instrument ceases to have effect on the earlier of:
 - (a) completion of the transaction contemplated by the Share Sale Agreement; and
 - (b) 31 March 2019.

Exemptions

5. IOOF, its related bodies corporate and each entity in which IOOF has voting power of more than 20% (together *IOOF and Relevant Entities*) are exempt from complying with subsection 606(1) of the Act.
6. IOOF and Relevant Entities are exempt from complying with section 671B of the Act.

Where this instrument applies

7. The exemption in paragraph 5 applies where IOOF and Relevant Entities:
 - (a) acquire a relevant interest in issued voting shares or voting interests that would otherwise contravene subsection 606(1) of the Act as a result of the entry into, but not completion of, the Share Sale Agreement; and
 - (b) after execution of, but before completion of the transaction contemplated by, the Share Sale Agreement, acquire a relevant interest in issued voting shares or voting interests that would otherwise contravene subsection

17-0919

606(1) of the Act because of entry into, and the continued operation of, the Share Sale Agreement where:

- i. that acquisition is made in a fiduciary or similar capacity on behalf of, or for the benefit of, a third party;
 - ii. the entity making the acquisition is obliged to act in the interests of that third party; and
 - iii. IOOF and Relevant Entities do not have a beneficial interest in the issued voting shares or voting interests (other than in a fiduciary or similar capacity).
8. The exemption in paragraph 6 applies to a substantial holding (or change in substantial holding) in a listed company or listed registered managed investment scheme to the extent that this substantial holding (or change in substantial holding) arises because of the entry into, and the continued operation of, the Share Sale Agreement but not as a result of completion of the transaction contemplated by the Share Sale Agreement.

Interpretation

9. In this instrument:

ANZ means Australia and New Zealand Banking Group Limited ACN 005 357 522.

IOOF means IOOF Holdings Limited ACN 100 103 722.

Purchaser means Australian Wealth Management Limited ACN 111 116 511.

Share Sale Agreement means the agreement dated on or around 16 October 2017 between ANZ, ANZ Wealth Australia Limited ACN 000 000 779, Purchaser and IOOF in connection with the proposed acquisition by the Purchaser of all of the issued shares in OnePath Investment Holdings Pty Limited ACN 118 858 629, OnePath Custodians Pty Limited ACN 008 508 496, OnePath Funds Management Limited ACN 003 002 800 and certain other subsidiaries of ANZ.

Voting interests has the meaning given by section 9 of the Act.

Voting shares has the meaning given by section 9 of the Act.

17-0919

Dated this 16th day of October 2017

A handwritten signature in black ink, appearing to read 'Kimberley Chan', with a long, sweeping horizontal stroke extending to the right.

Signed by Kimberley Chan
as a delegate of the Australian Securities and Investments Commission

17-0920

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 655A(1)(a) – Exemption**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 655A(1)(a) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 17-0920.

Commencement

3. This instrument commences on the date it is signed.

Cessation

4. This instrument ceases to have effect on the earlier of:
 - (a) completion of the transaction contemplated by the Share Sale Agreement; and
 - (b) 31 March 2019.

Exemptions

5. Each of the P&I Subsidiaries are exempt from complying with subsection 606(1) of the Act.

Where this instrument applies

6. The exemption in paragraph 5 applies where after execution of, but before completion of the transaction contemplated by, the Share Sale Agreement, any of the P&I Subsidiaries acquire a relevant interest in issued voting shares or voting interests that would otherwise contravene subsection 606(1) of the Act because of entry into, and the continued operation of, the Share Sale Agreement where:
 - (a) that acquisition is made in a fiduciary or similar capacity on behalf of, or for the benefit of, a third party;
 - (b) the entity making the acquisition is obligated to act in the interests of that third party; and

17-0920

- (c) the P&I Subsidiaries do not have a beneficial interest in the issued voting shares or voting interests (other than in a fiduciary or similar capacity).

Interpretation

7. In this instrument:

ANZ means Australia and New Zealand Banking Group Limited ACN 005 357 522.

P&I Subsidiaries means either wholly or partly

- (a) OnePath Funds Management Limited ACN 003 002 800
- (b) OnePath Custodians Pty Limited ACN 008 508 496
- (c) OnePath Administration Pty Ltd ACN 008 947 831
- (d) Financial Investment Network Group Pty Ltd ACN 003 790 609
- (e) Mercantile Mutual Financial Services Pty Ltd ACN 000 006 057
- (f) OnePath Investment Holdings Pty Ltd ACN 118 858 629
- (g) Financial Planning Hotline Pty Limited ACN 000 895 269
- (h) ANZ Wealth Alternative Investments Management Pty Ltd ACN 009 093 109
- (i) Oasis Asset Management Limited ACN 090 906 371
- (j) Oasis Fund Management Limited ACN 106 045 050
- (k) Integrated Networks Pty Limited ACN 003 319 319
- (l) RIEAS Pty Ltd ACN 141 253 027
- (m) Millennium 3 Financial Services Group Pty Ltd ACN 089 554 058
- (n) Millennium 3 Financial Services Pty Ltd ACN 094 529 987
- (o) Capricorn Financial Advisers Pty Ltd ACN 123 208 864
- (p) Millennium 3 Mortgage Platform Services Pty Ltd ACN 133 001 233
- (q) Financial Lifestyle Solutions Pty Ltd ACN 077 643 960
- (r) RI Gold Coast Pty Limited ACN 105 039 629
- (s) RI Townsville Pty Ltd ACN 099 127 321
- (t) RI Maroochydore Pty Ltd ACN 114 152 500
- (u) RI Central Coast Pty Limited ACN 105 039 647
- (v) RI Rockhampton & Gladstone Pty Ltd ACN 104 125 895
- (w) RI Newcastle Pty Ltd ACN 114 176 162
- (x) RI Dandenong Pty Ltd ACN 114 152 519
- (y) RI Parramatta Pty Limited ACN 130 671 573
- (z) Elders Financial Planning Pty Ltd ACN 007 997 186
- (aa) Emplu Superannuation Administration Pty Ltd ACN 114 867 042
- (bb) FSP Group Pty Limited ACN 087 851 198
- (cc) RI Advice Group Pty Ltd ACN 001 774 125
- (dd) Strategies for Life (QLD) Pty Ltd ACN 167 859 243
- (ee) M3 Lifewise Pty Ltd ACN 126 642 322
- (ff) Polaris Financial Solutions Pty Limited ACN 116 745 174
- (gg) Millennium3 Professional Services Pty Ltd ACN 089 579 322
- (hh) Financial Services Partners Holdings Pty Limited ACN 087 917 397
- (ii) FSP Funds Management Pty Limited ACN 102 944 598

17-0920

- (jj) FSP Portfolio Administration Pty Limited ACN 093 403 608
- (kk) FSP Super Pty Limited ACN 091 778 639
- (ll) Financial Services Partners Pty Limited ACN 089 512 587
- (mm) Financial Services Partners Management Pty Limited ACN 078 606 210
- (nn) Financial Services Partners Incentive Co Pty Limited ACN 087 894 693
- (oo) Austbrokers Financial Solutions (SA) Pty Ltd ACN 087 555 404
- (pp) Millennium 3 Superannuation Administration Pty Ltd ACN 085 345 213
- (qq) OnePath Financial Planning Pty Ltd ACN 003 318 330

Purchaser means Australian Wealth Management Limited ACN 111 116 511.

Share Sale Agreement means the agreement dated on or around 16 October 2017 between ANZ, ANZ Wealth Australia Limited ACN 000 000 779, Purchaser and IOOF Holdings Limited ACN 100 103 722 in connection with the proposed acquisition by the Purchaser of all of the issued shares in OnePath Investment Holdings Pty Limited ACN 118 858 629, OnePath Custodians Pty Limited ACN 008 508 496, OnePath Funds Management Limited ACN 003 002 800 and certain other subsidiaries of ANZ.

Voting interests has the meaning given by section 9 of the Act.

Voting shares has the meaning given by section 9 of the Act.

Dated this 16th day of October 2017



Signed by Kimberley Chan
as a delegate of the Australian Securities and Investments Commission

17-0922

**Australian Securities and Investments Commission
Corporations Act 2001 – Subsections 601QA(1), 741(1), 926A(2), 992B(1) and
1020F(1) – Exemptions and Declaration**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsections 601QA(1), 741(1), 926A(2), 992B(1) and 1020F(1) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument [17-0922].

Commencement

3. This instrument commences on the date of signing.

Disclosure relief*Offers made under an employee incentive scheme*

4. The Company does not have to comply with Part 6D.2, 6D.3 or Part 7.9 of the Act in relation to the offer of an eligible product to an eligible participant under the Employee Incentive Scheme.
5. A trustee that holds or will hold underlying eligible products in connection with the Employee Incentive Scheme covered by this instrument and which makes an offer of a unit in the underlying eligible product to an eligible participant does not have to comply with Part 6D.2, 6D.3 or Part 7.9 of the Act in relation to the offer of the unit.

Subsequent sale offers

6. A holder of an underlying eligible product that makes a sale offer of that product within 12 months after the issue of the product does not have to comply with Part 6D.2, 6D.3 or Part 7.9 of the Act in relation to the sale offer where the product was issued or otherwise granted, or was issued by reason of the exercise or vesting of an overlying eligible product issued or otherwise granted, to an eligible participant under the Employee Incentive Scheme.

Personal advice given by advisers

7. An eligible product offered under the Employee Incentive Scheme is exempt from section 1012A of the Act to the extent that section requires a person to give a Product Disclosure Statement for an eligible product to an eligible participant,

17-0922

provided the person has no reason to believe the relevant Employee Incentive Scheme is not covered by this instrument.

Licensing, hawking and other incidental relief

General advice

8. The Company does not have to comply with subsection 911A(1) of the Act in relation to the provision of a financial service consisting of general advice in connection with the offer of an eligible product to an eligible participant under the Employee Incentive Scheme.

Dealing

9. The Company does not have to comply with subsection 911A(1) of the Act in relation to the provision of the following financial services in relation to an offer of an eligible product to an eligible participant in connection with the Employee Incentive Scheme:
- (a) issuing the eligible product;
 - (b) dealing in the eligible product where any acquisition by purchase or disposal of the eligible product by the Company occurs either:
 - (i) through a financial services licensee; or
 - (ii) outside this jurisdiction and through a person which is licensed or otherwise authorised to deal in financial products of that kind in the relevant place;
 - (c) dealing in an interest in a managed investment scheme covered by paragraph 13 of this instrument.

Custodial or depository services

10. The Company does not have to comply with subsection 911A(1) of the Act in relation to the provision of the following financial services in relation to an offer of an eligible product to an eligible participant in connection with the Employee Incentive Scheme:
- (a) a custodial or depository service in relation to the eligible product where the body performs their duties in good faith and has sufficient resources to perform those duties;
 - (b) dealing in the eligible product in the course of providing a custodial or depository service covered by paragraph (a).

Hawking

11. The Company does not have to comply with section 736, 992A or 992AA of the

17-0922

Act in relation to making an offer of an eligible product to an eligible participant in the course of, or because of, an unsolicited meeting or telephone call held or made in connection with the Employee Incentive Scheme.

Advertising

12. The Company does not have to comply with section 1018A of the Act in relation to an advertisement or publication that advertises, or publishes a statement that is reasonably likely to induce eligible participants to acquire, an eligible product under the Employee Incentive Scheme.

Managed investment scheme

13. The Company does not have to comply with section 601ED of the Act in relation to the operation of a managed investment scheme relating to offers of eligible products to eligible participants in connection with the Employee Incentive Scheme.

Conditions

Disclosure

14. The Company must ensure that an offer of an eligible product to an eligible participant under the Employee Incentive Scheme that is covered by this instrument is made in, or is accompanied by, an offer document.

Offers of overlying eligible products

15. The Company must ensure that an offer of an overlying eligible product covered by this instrument which is not able to be traded on an eligible financial market is made for no more than nominal monetary consideration.

5% issue limit

16. The Company in making an offer of an eligible product under the Employee Incentive Scheme to an eligible participant in reliance on this instrument must, at the time of making the offer, have reasonable grounds to believe that the number of underlying eligible products in a class of underlying eligible products that form part of the issued capital of the Company that have been or may be issued in any of the circumstances covered by the following paragraphs will not exceed 5% of the total number of underlying eligible products in that class on issue:
- (a) underlying eligible products that may be issued under the offer;
 - (b) underlying eligible products issued or that may be issued as a result of offers made at any time during the previous 3 year period under:
 - (i) the Employee Incentive Scheme in reliance on this instrument; or

17-0922

- (ii) an ASIC exempt arrangement of a similar kind to the Employee Incentive Scheme.

Trusts

17. Where the Company makes an offer of an underlying eligible product under the Employee Incentive Scheme in reliance on this instrument in relation to which a trustee holds or will hold the underlying eligible products, it must ensure:
- (a) the activities of the trustee of the trust in that capacity are limited to employee incentive schemes of the Company (whether or not the other employee incentive schemes are covered by this instrument);
 - (b) the trustee maintains written records on the administration of the trust including, in the case of underlying eligible products being held for a specified eligible participant on an allocated basis, written records that identify the underlying eligible products held on an allocated basis for the specified eligible participant;
 - (c) the trustee does not levy any fees or charges for administering the trust that are payable directly by any eligible participant or out of the assets of the trust, other than reasonable disbursements including brokerage and tax levied or incurred in connection with the trust;
 - (d) if the trustee is the Company or an associate of the Company—the trustee does not, at its own discretion, exercise any voting rights attaching to any of the underlying eligible products that it holds on trust; and
 - (e) the trustee, either alone or together with one or more other trustees, does not hold more than 5% of the voting shares or voting interests in the Company where such holdings relate to employee incentive schemes of the Company in reliance on this instrument.

Contribution plans

18. Where the Company makes an offer of an eligible product under the Employee Incentive Scheme in reliance on this instrument that involves a contribution plan, the Company:
- (a) must not allow an eligible participant to participate in the contribution plan unless the eligible participant has agreed in writing to the terms of the contribution plan;
 - (b) must not allow an eligible participant to participate in the contribution plan to acquire options or incentive rights;
 - (c) must ensure that any contributions (other than contributions in the form of future gross (before-tax) salary or wages or from a loan from the body to an eligible participant) under the terms of the contribution plan which are to be used but have not yet been used to acquire underlying eligible products are held by or on behalf of the Company on trust for eligible participants, in an

17-0922

account with an Australian ADI that is used solely in connection with employee incentive schemes of the Company (whether or not the other employee incentive schemes are covered by this instrument), whether the account is maintained in this jurisdiction or elsewhere;

- (d) must ensure that if underlying eligible products have been acquired using contributions made by an eligible participant under a contribution plan, the eligible participant has the right to:
 - (i) exercise, or to direct the holder of the underlying eligible products to exercise on their behalf, any voting rights attaching to the underlying eligible products; and
 - (ii) receive income deriving from the underlying eligible products, including dividends and distributions;
- (e) must ensure that an eligible participant may, by giving a notice to the Company, discontinue their participation in the contribution plan, the discontinuance to take effect no more than 45 days after the giving of the notice; and
- (f) must ensure that if an eligible participant has discontinued their participation in the contribution plan, any contributions (other than contributions in the form of future gross (before-tax) salary or wages or from a loan from the Company to an eligible participant) under the terms of the contribution plan that have not been used to acquire underlying eligible products, are repaid to or as directed by the participant as soon as practicable after the participant has discontinued their participation in the contribution plan (such repayment including any accumulated interest (if any), less any tax).

Loans

19. Where the Company makes an offer of an eligible product under the Employee Incentive Scheme in reliance on this instrument that involves a loan from the Company to an eligible participant to acquire the product, the Company:
- (a) must ensure that the loan is not provided to acquire an overlying eligible product; and
 - (b) must ensure that under the terms of the loan:
 - (i) no fees or interest is payable; and
 - (ii) either:
 - (A) the lender has no recourse against the participant in relation to the repayment of the loan; or

17-0922

- (B) the recourse of the lender against the participant in relation to the repayment of the loan is limited to forfeiture of the eligible products issued or transferred to, or held on behalf of, the participant in connection with the Employee Incentive Scheme.

ASIC power to request documents

20. The Company must, if requested by ASIC and in accordance with the request, make available to ASIC the offer document and all other accompanying information or documents given to eligible participants in connection with an offer that is made in reliance of this instrument.

Interpretation

21. In this instrument:

- (a) **able to be traded** has the meaning given by section 761A of the Act;

ASIC Class Order [CO 03/184] includes ASIC Class Order [CO 05/1270] to the extent that it relates to ASIC Class Order [CO 03/184];

ASIC exempt arrangement of a similar kind, in relation to an employee incentive scheme, means an arrangement covered or previously covered by ASIC Class Order [CO 03/184] or an instrument expressed to apply to a specified person or persons and which grants or granted similar relief to the relief granted by that class order;

associate has the meaning given by Division 2 of Part 1.2 of the Act (except sections 12 and 16);

associated body corporate, in relation to the Company, means:

- (a) a body corporate that is a related body corporate of the Company; or
(b) a body corporate that has voting power in the Company of not less than 20%; or
(c) a body corporate in which the Company has voting power of not less than 20%;

Company means MongoDB, Inc., a body registered in Delaware, United States of America ;

casual employee, in relation to the Company or an associated body corporate, means an individual who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the body;

contractor, in relation to the Company or an associated body corporate, means:

17-0922

- (a) an individual with whom the body has entered into a contract for the provision of services under which the individual performs work for the body; or
- (b) a company with whom the body has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse, performs work for the body;

where the individual who performs the work under or in relation to the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the body;

contribution plan means a plan under which an eligible participant may make monetary contributions towards the acquisition of underlying eligible products from one or more of the following:

- (a) gross (before-tax) wages or salary;
- (b) net (after-tax) wages or salary;
- (c) other monies;

eligible financial market means the main board of the NASDAQ Global Market;

eligible participant, in relation to the Company or an associated body corporate, means a person specified in column 2 of Table A;

eligible product, in relation to the Company, means a financial product which will be issued on condition that it will be of a kind specified in column 1 of Table A;

Employee Incentive Scheme means the arrangement under which eligible products are offered to eligible participants under either:

- (a) the Mongo DB, Inc. 2017 Employee Stock Purchase Plan, which is in substantially the same form as provided to ASIC on 6 October 2017; or
- (b) the Directed Share Program, which is in substantially the same form as provided to ASIC on 6 October 2017.

financial product advice has the meaning given by section 766B of the Act;

general advice has the meaning given by section 766B of the Act;

incentive right means a conditional right:

17-0922

- (a) to acquire underlying eligible products;
- (b) to be paid a cash amount that is ultimately determined by reference to (wholly or in part):
 - (i) the price or value at a given time of the underlying eligible product to which the right relates;
 - (ii) a change in the price or value over a given period of the underlying eligible product to which the right relates;
 - (iii) the amount or value of dividends or distributions paid or payable in relation to the underlying eligible product to which the right relates; or
 - (iv) a change in the amount or value over a given period of time of dividends or distributions paid or payable in relation to the underlying eligible product to which the right relates; or
- (c) to acquire or to be paid a combination of underlying eligible products and a cash amount as determined in accordance with paragraph (b);

offer, in relation to an eligible product, has a meaning affected by sections 700, 702 and 1010C of the Act and includes:

- (a) an offer to issue the eligible product;
- (b) an issue or grant of the eligible product;
- (c) an offer to transfer the eligible product;
- (d) a transfer of the eligible product;
- (e) an offer to arrange for the issue or transfer of the eligible product;

but does not include an issue, grant or transfer of an underlying eligible product made by reason of the exercise or vesting of an overlying eligible product in circumstances where an offer to issue or transfer the overlying eligible product had been previously made;

offer document, in relation to an offer of eligible products under the Employee Incentive Scheme, means a document which includes, or is accompanied by, the following information, statements and explanations worded and presented in a clear, concise and effective manner:

- (a) prominent statements to the effect that:
 - (i) any advice given by the Company in relation to eligible products offered under the Employee Incentive Scheme does not take into account an eligible participant's objectives, financial situation

17-0922

and needs;

- (ii) eligible participants should consider obtaining their own financial product advice from a person who is licensed by ASIC to give such advice; and
 - (iii) the Company and the relevant plan under the Employee Incentive Scheme are regulated by the laws of the United States of America, and those laws differ from Australian laws;
- (b) either:
- (i) a copy of the terms of the relevant plan under the Employee Incentive Scheme; or
 - (ii) a summary of the terms of the relevant plan under the Employee Incentive Scheme together with a statement that, on request and at no charge and within a reasonable time, the Company will provide an eligible participant with a copy of the terms of the relevant plan;
- (c) general information about the risks of acquiring and holding an eligible product being offered under the relevant plan under the Employee Incentive Scheme;
- (d) if:
- (i) a trustee will hold underlying eligible products for specified eligible participants on an allocated basis in connection with the Employee Incentive Scheme and;
 - (ii) those eligible participants will have the right to:
 - (A) exercise, or direct the trustee to exercise on their behalf, any rights (including voting rights) attaching to the underlying eligible products; or
 - (B) receive income deriving from the underlying eligible products including dividends or distributions;
- either:
- (i) a copy of the trust deed; or
 - (ii) a summary of the terms of the trust deed together with a statement that, on request and at no charge and within a reasonable time, the Company will provide an eligible participant with a copy of the trust deed;

17-0922

- (e) if the relevant plan under the Employee Incentive Scheme involves a contribution plan, either:
 - (i) a copy of the contribution plan; or
 - (ii) a summary of the terms of the contribution plan together with a statement that, on request and at no charge and within a reasonable time, the Company will provide an eligible participant with a copy of the contribution plan;
- (f) if the relevant plan under the Employee Incentive Scheme involves a loan from the Company to an eligible participant to acquire the product—a copy of the terms of the loan;
- (f) the acquisition price of the eligible products in Australian dollars or, where the acquisition price is to be worked out in the future under a formula, an explanation of how an eligible participant could calculate the acquisition price of the eligible products in Australian dollars were that formula applied at the date of the offer;
- (g) an explanation of how an eligible participant could, from time to time, ascertain the market price of the underlying eligible products in Australian dollars;

overlying eligible product means an eligible product specified in any of paragraphs (c) to (e) in column 1 of Table A;

prospective participant, in relation to an offer of an eligible product under the Employee Incentive Scheme, means a person to whom the offer is made but who can only accept the offer if an arrangement has been entered into that will result in the person becoming covered by one of paragraphs (a) to (d) of column 2 of Table A;

related body corporate has the meaning given in section 50 of the Act;

trustee means a body that holds or will hold underlying eligible products on trust for the following persons in connection with an employee incentive scheme:

- (a) eligible participants generally on an unallocated basis; or
- (b) one or more specified eligible participants on an allocated basis;

underlying eligible product means an eligible product specified in any of paragraphs (a) to (b) in column 1 of Table A;

- (b) an offer of eligible products to an eligible participant under the Employee Incentive Scheme on terms that the eligible participant may renounce the offer in favour of a person covered by one of the following paragraphs is to be treated as an offer of eligible products to the eligible participant:

17-0922

- (i) an immediate family member of the eligible participant;
 - (ii) a company whose members comprise no persons other than the eligible participant or immediate family members of the participant;
 - (iii) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*) where the eligible participant is a director of the trustee;
- (c) for the avoidance of doubt, a document or other writing to be given in connection with this instrument may be given by electronic means (including, in the case of a document or other writing to be given by a person relying on this instrument, by way of making it available on a website and notifying the intended recipient that it is available on the website).
- (d) for the avoidance of doubt, an offer under the Employee Incentive Scheme is **covered by** this instrument to the extent that offers are made in reliance on the instrument.

Dated this 17th day of October 2017



Signed by Teegan Winters
as a delegate of the Australian Securities and Investments Commission

Table A

Column 1 Eligible product	Column 2 Eligible participant
(a) a fully paid share of the Company that is in a class of shares able to be traded on an eligible financial market;	(a) a full-time or part-time employee (including an executive director);
(b) a beneficial interest in a fully paid share of the Company where the interest is in a class of interests that is able to be traded on an eligible financial market;	(b) a non-executive director;
(c) a unit in a financial product mentioned in paragraphs (a) and (b);	(c) a casual employee;
(d) an option to acquire, by way of issue or transfer, a financial product mentioned in paragraph (a) and (b);	(d) a contractor;
(e) an incentive right granted in relation to	(e) a prospective participant.

17-0922

Column 1 Eligible product	Column 2 Eligible participant
a financial product mentioned in paragraph (a) and (b), where in each case in relation to a product mentioned in paragraphs (a) to (b), the class of products were not suspended for more than a total of 5 days during the shorter of the period during which the class of products were able to be traded, and the period of 12 months before the day the offer document is first given to an eligible participant.	

17-0924

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 655A(1)(b) and 673(1)(b) – Declaration**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 655A(1)(b) and 673(1)(b) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 17-0924.

Commencement

3. This instrument commences on 19 October 2017.

Declarations

4. Chapters 6 and 6C of the Act apply to Netwealth Group Limited ACN 620 145 404 (the *Company*) as if section 9, Chapter 6 and Chapter 6C were modified or varied as follows:
 - (a) in the definition of *substantial holding* in section 9, as notionally modified by ASIC Class Order [CO 13/520], at the end of subparagraph (ii)(C) insert:

"or

(D) subsection 609(13A) (Securities escrowed under voluntary agreement);";
 - (b) after subsection 609(13), as notionally inserted by ASIC Class Order [13/520], insert:

"Securities escrowed under voluntary agreement

(13A) A body corporate does not have a relevant interest in its own securities merely because, under an escrow arrangement entered into by the body corporate, the body corporate applies restrictions on the disposal of the securities by the holder."
 - (c) in subsection 671B(7), as notionally inserted by ASIC Class Order [13/520], at the end of paragraph (c) omit ".", substitute:

";or

17-0924

- (d) subsection 609(13A) (Securities escrowed under voluntary agreement).”.

Where this instrument applies

5. This instrument applies in relation to relevant interests the Company has in securities of the Company (*Escrowed Securities*) merely because the Company has entered into one or more escrow agreements or deeds (each an *Escrow Arrangement*) with a Security Holder in connection with the proposed quotation of the Company's securities to the official list of the Australian Securities Exchange (*ASX*) where each Escrow Arrangement:
- (a) restricts the disposal of, but not the exercise of voting rights attaching to, Escrowed Securities;
 - (b) in the case of a takeover bid (including a proportional takeover bid):
 - (i) allows each Security Holder to accept into a takeover bid (including a proportional takeover bid) where holders of at least half of the bid class securities, that are not subject to an Escrow Arrangement, have accepted into the bid; and
 - (ii) requires that the Escrowed Securities be returned to escrow if the bid does not become unconditional;
 - (c) allows the Escrowed Securities to be transferred or cancelled as part of an arrangement under Part 5.1 of the Act;
 - (d) terminates on or before the date that the Company's audited financial report for the year ended 30 June 2019 is released to the ASX; and
 - (e) is substantially in the same form as the draft agreement provided to ASIC on 12 October 2017.

Interpretation

6. In this instrument:
- (a) *ASX* means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.
 - (b) *Security Holder* means any of the following persons who hold shares in the Company:
 - i. Leslie Max Heine Pty Ltd ATF LMH Trust ACN 150 211 215;
 - ii. Heine Brothers Pty Ltd ATF MMH Trust ACN 006 819 718;

17-0924

- (d) subsection 609(13A) (Securities escrowed under voluntary agreement).”.

Where this instrument applies

5. This instrument applies in relation to relevant interests the Company has in securities of the Company (*Escrowed Securities*) merely because the Company has entered into one or more escrow agreements or deeds (each an *Escrow Arrangement*) with a Security Holder in connection with the proposed quotation of the Company's securities to the official list of the Australian Securities Exchange (*ASX*) where each Escrow Arrangement:
- (a) restricts the disposal of, but not the exercise of voting rights attaching to, Escrowed Securities;
 - (b) in the case of a takeover bid (including a proportional takeover bid):
 - (i) allows each Security Holder to accept into a takeover bid (including a proportional takeover bid) where holders of at least half of the bid class securities, that are not subject to an Escrow Arrangement, have accepted into the bid; and
 - (ii) requires that the Escrowed Securities be returned to escrow if the bid does not become unconditional;
 - (c) allows the Escrowed Securities to be transferred or cancelled as part of an arrangement under Part 5.1 of the Act;
 - (d) terminates on or before the date that the Company's audited financial report for the year ended 30 June 2019 is released to the ASX; and
 - (e) is substantially in the same form as the draft agreement provided to ASIC on 12 October 2017.

Interpretation

6. In this instrument:
- (a) *ASX* means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.
 - (b) *Security Holder* means any of the following persons who hold shares in the Company:
 - i. Leslie Max Heine Pty Ltd ATF LMH Trust ACN 150 211 215;
 - ii. Heine Brothers Pty Ltd ATF MMH Trust ACN 006 819 718;

17-0925

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

PART 9.4AA OF THE CORPORATIONS ACT
INFRINGEMENT NOTICE

To:

Adairs Limited ACN 147 375 451
2 International Court
SCORESBY VIC 3179

TAKE NOTICE: The Australian Securities and Investments Commission (ASIC) hereby issues an Infringement Notice to Adairs Limited ACN 147 375 451 (**Adairs**) under subsection 1317DAC(1) of the *Corporations Act 2001* (the **Act**). This Infringement Notice requires Adairs to:

- (i) pay a penalty to ASIC, on behalf of the Commonwealth, in the sum of \$66,000 (the **Penalty**).

This Infringement Notice is issued on **21 September 2017**.

DETAILS OF THE ALLEGED CONTRAVENTION**The Facts**

Adairs is an Australian registered company that specialises in home furnishings. Its operations include several different retail stores across Australia and internet sales on its website.

Adairs was admitted to the official list of the ASX Limited (**ASX**) on 17 June 2015 and official quotation of its securities commenced on the same date.

Adairs operated on a retail accounting calendar, consisting of four quarters of 13 weeks, equating to an annual 52 week reporting period of 364 days in most years and, every five to six years, a 53 week reporting period (i.e. 371 days).

On 17 June 2015, Adairs released a prospectus to ASX dated 29 May 2015 that contained its forecast results for the financial year 2016, including "pro forma" and "statutory" forecast earnings before interest and tax (**EBIT**) of \$36.8 million and \$38.5 million respectively and pro forma and statutory forecast earnings before interest, tax, depreciation and amortisation (**EBITDA**) results of \$41.9 million and \$43.8 million respectively.

In the course of the end of the full financial year 2016 and the beginning of the financial year 2017, Adairs prepared, reviewed and approved its own budget forecast results for the full financial year 2017 that were based on its current information and performance and were intended to represent a "*likely*" outcome that was "*management's realistic but*

positive view" of the full financial year 2017. This information was consolidated into a paper known as the "Business Improvement Plan" (**BIP**).

On 26 August 2016, Adairs released to ASX its annual financial report for the 53 weeks ended 3 July 2016 as well as a presentation, in which it announced results for the full year ended 3 July 2016 that included the following:

- pro forma and statutory forecast EBIT results of \$40.7 million and \$39.2 million respectively;
- pro forma and statutory forecast EBITDA results of \$46 million and \$44.4 million respectively; and
- pro forma and statutory forecast net profit after tax (**NPAT**) results of \$27.2 million and \$26.1 million respectively.

Adairs' presentation also contained Adairs' forecast as to its likely results for the full financial year 2017, which were that sales were forecast to be between \$275 and \$285 million, its *"sustainable gross margin"* was forecast to be between 60% and 62% and its capital expenditure was forecast to be between \$13.5 and \$15 million.

Subsequent to the above announcements, three broker analysts (Morgans Financial Limited, UBS Securities and Goldman Sachs) who were covering Adairs, released reports that contained revised forecasts for Adairs as to its revenue, EBITDA, EBIT and NPAT for the full financial year 2017. Based on those reports, the median market consensus of the brokers' forecasts for Adairs' full financial year 2017, was:

- revenue of \$284.1 million;
- EBITDA of \$51.5 million;
- EBIT of \$44.5 million; and
- NPAT of \$29.9 million.

It was Adairs' policy to monitor analysts' forecasts and any market consensus and Adairs in fact received the above information about the median market consensus, based on the analysts' reports, on 29 August 2016.

On 23 September 2016, the board of Adairs received updated sales, profit and loss and other financial reports for the period ended 28 August 2016 and that contained revised forecast results for the full year 2017. The reports showed that Adairs' actual results for the month and the year to date were lower than it had budgeted for in its BIP and that September results were not expected to be better. The month's EBITDA, EBIT and NPAT results were respectively 63.3%, 88.7% and 99.7% lower than the BIP and the year to date's EBITDA, EBIT and NPAT results were respectively 57.6%, 71.5% and 76.3% lower. Adairs' revised forecasts for the full financial year 2017 showed revenue results of \$279.830 million, EBITDA of \$42.664 million, EBIT of \$36.682 million and NPAT of \$24.246 million.

Accordingly, by 23 September 2016, Adairs became aware of the following information:

- that its forecast figures for EBITDA, EBIT and NPAT for the full financial year ending 30 June 2017 would be materially lower than the market consensus as at 26 August 2016

(the Information).

On 2 November 2016, Adairs released a trading update on ASX in which it announced that trading in the first four months of the financial year 2017 was below Adairs' expectations, particularly in the key bedlinen product category, which accounted for approximately 40% of total sales. The trading update also contained Adairs' revised guidance for the full financial year 2017, including the following:

- "like for like" sales growth was "low single digits" (compared to previous guidance of "mid single digits");
- "total sales range" was between \$265 million and \$275 million (compared to previous guidance of between \$275 million and \$285 million);
- gross margin range was 58.5% to 60.5% (compared to previous guidance of 60 to 62%);
- capital expenditure range was between \$11 million and \$13 million (compared to previous guidance of \$13.5 million and \$15 million); and
- EBIT for the full financial year 2017 was now expected to fall by approximately 15% from the EBIT in the full financial year 2016.

On 3 November 2016, the price of Adairs' shares opened at \$1.51, a decrease of 40.78% from the closing price of \$2.55 on the previous trading day and closed at \$1.48, a decrease of 41.96% from the closing price on the previous trading day. By the close of trading on 3 November 2016, the volume of Adairs shares traded had increased by 11,264% from the volume traded the previous day.

The Contravention

This Infringement Notice has been issued because ASIC has reasonable grounds to believe that Adairs contravened subsection 674(2) of the Act between 23 September 2016 and 2 November 2016, in that:

- (a) Adairs is an entity to which subsection 674(2) of the Act applies.
- (b) By 23 September 2016, Adairs was aware of the Information.
- (c) The Information was information that a reasonable person would expect, if it were generally available, to have a material effect on the price or value of securities of Adairs, because information that its forecast figures for EBITDA, EBIT and NPAT for the full financial year ending 2 July 2017 would be materially lower than the market consensus as at 26 August 2016, was significant information which would, or would be likely to, influence persons

who commonly invest in securities in deciding whether to acquire or dispose of Adairs' shares.

- (d) ASX Listing Rule 3.1 required Adairs to tell ASX of the Information on 23 September 2016.
- (e) ASX Listing Rule 3.1A (the exception to ASX Listing Rule 3.1) did not apply to the Information because:
 - (i) A reasonable person would have expected the Information to be disclosed to ASX; and
 - (ii) None of the matters referred to in ASX Listing Rule 3.1A applied to the Information.
- (f) Between 23 September 2016 and 2 November 2016, the Information was not generally available.

Compliance with the Infringement Notice

Adairs may choose to comply with this Infringement Notice by paying the Penalty within the compliance period.

The compliance period for this Infringement Notice begins on 21 September 2017 and expires on 19 October 2017: subsection 1317DAH(1) of the Act. ASIC may extend the compliance period for this Infringement Notice once, by up to 28 days: subsection 1317DAH(3) of the Act. If this occurs, ASIC will notify Adairs in writing.

Effect of issue and compliance with the Infringement Notice

The issue of this Infringement Notice, and subsequent compliance with it, is not an admission of liability by Adairs and cannot be regarded as a finding that Adairs has contravened subsection 674(2) of the Act for any other purpose: subsection 1317DAF(4) of the Act.

ASIC cannot take civil or criminal proceedings against Adairs for the alleged contravention specified in this Infringement Notice, either during the compliance period or after the Infringement Notice is complied with: subsection 1317DAF(5) of the Act. However, certain proceedings may be commenced or continued against by third parties or by ASIC on behalf of third parties: subsection 1317DAF(6) of the Act.

Effect of failure to comply with the Infringement Notice

ASIC cannot enforce compliance with this Infringement Notice: section 1317DAF of the Act. However, if this Infringement Notice is not withdrawn in accordance with section 1317DAI of the Act, it is open to ASIC to take the following action against Adairs:

5

17-0925

- (a) ASIC may begin civil penalty proceedings against the entity under Part 9.4B of the Act seeking a declaration that Adairs breached the provision specified in this Infringement Notice and a pecuniary penalty order. The size of the pecuniary penalty is not limited to the amount specified in the Infringement Notice. The Court may under Part 9.4B impose a maximum penalty in relation to the alleged contravention of up to \$1 million;
- (b) ASIC may (if applicable) begin proceedings under section 1324B of the Act seeking an order that specified information be disclosed in the manner required by this Infringement Notice;
- (c) ASIC may (if applicable) make an order under section 91 of the *Australian Securities and Investments Commission Act (the ASIC Act)* for recovery of expenses of its investigation into the breach specified in this Infringement Notice. ASIC can also bring proceedings to enforce that order; and
- (d) ASIC can make a determination under subsections 708A(2), 713(6), 1012DA(2) or 1013FA(3) of the Act, or accept an enforceable undertaking under section 93AA of the ASIC Act and bring proceedings to enforce the undertaking: section 1317DAG of the Act.

Certain other proceedings may also be commenced or continued against Adairs by third parties or by ASIC on behalf of third parties: subsection 1317DAG(4) of the Act.

Withdrawal of infringement notice

ASIC may withdraw this Infringement Notice at any time prior to compliance if it considers it appropriate to do so. If this Infringement Notice is withdrawn, any enforcement action may be taken by ASIC against Adairs, including:

- (a) civil proceedings under Part 9.4B of the Act; or
- (b) a prosecution for an offence based on the provision specified in the notice.

Adairs may seek the withdrawal of this Infringement Notice by making a written representation to ASIC: subsections 1317DAI(1) of the Act. Material provided to ASIC in such a representation is not admissible in evidence in proceedings against Adairs or a representative of the company: subsections 1317DAI(2) of the Act.

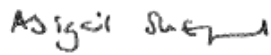
Publication

If Adairs complies with this Infringement Notice ASIC may publish details of Adairs' compliance in the manner set out in subsections 1317DAJ(2) or (3) of the Act: subsection 1317DAJ(1) of the Act.

The provisions contained in Part 9.4AA of the Act are attached hereto as Annexure 1.

6

17-0925



Abigail Sheppard
Delegate
Australian Securities and Investments Commission

In accordance with s1317DAJ(2) the following statements need to accompany the published Infringement Notice:

Adairs Limited has complied with the Infringement Notice by paying the penalty of \$66,000. Compliance with the Infringement Notice by Adairs Limited is not an admission of guilt or liability. Adairs Limited is not regarded as having contravened s674(2) of the Corporations Act 2001.

Annexure 1

CORPORATIONS ACT 2001

Part 9.4AA—Infringement notices for alleged contraventions of continuous disclosure provisions**1317DAA Definitions**

(1) In this Part:

compensation proceedings means:

- (a) proceedings under section 1317HA; and
- (b) proceedings under section 12GF of the ASIC Act in relation to a contravention of section 12DA of that Act; and
- (c) any other proceedings by a person for compensation for loss or damage suffered by the person.

compliance period for an infringement notice has the meaning affected by section 1317DAH.

contravention proceedings means proceedings under section 1101B by a person referred to in paragraph 1101B(1)(b) or (d).

enforcement proceedings means proceedings under section 793C by a person referred to in paragraph 793C(1)(b), (c) or (d).

infringement notice means an infringement notice issued under section 1317DAC.

penalty and disclosure proceedings means the proceedings referred to in column 3 of the table in subsection 1317DAG(2).

public interest proceedings means proceedings under section 50 of the ASIC Act.

(2) For the purposes of applying this Part to a disclosing entity that is an undertaking to which interests in a registered scheme relate:

- (a) references to the disclosing entity are taken to be references to the responsible entity for the registered scheme; and
- (b) references to a financial report for a financial year being lodged by a disclosing entity are taken to be references to such a report being lodged by the responsible entity in relation to the scheme; and
- (c) references to securities of a disclosing entity are taken to be references to interests in the registered scheme; and
- (d) references to a disclosing entity being convicted of an offence based on subsection 674(2) or 675(2) are taken to be references to the responsible entity being convicted of such an offence in relation to the registered scheme; and
- (e) references to a civil penalty order under Part 9.4B being made against a disclosing entity in relation to a contravention of subsection 674(2) or 675(2) are taken to be

references to such an order being made against the responsible entity in relation to the registered scheme; and

(f) references to a disclosing entity having breached an enforceable undertaking given to ASIC under section 93AA of the ASIC Act in relation to the requirements of subsection 674(2) or 675(2) are taken to be references to the responsible entity having breached such an undertaking given in relation to the registered scheme.

1317DAB Purpose and effect of this Part

(1) The purpose of this Part is to provide for the issue of an infringement notice to a disclosing entity for an alleged contravention of subsection 674(2) or 675(2) as an alternative to proceedings for civil penalties under Part 9.4B.

(2) This Part does not:

(a) require an infringement notice to be issued to the disclosing entity for the alleged contravention of subsection 674(2) or 675(2); or

(b) affect the liability of the disclosing entity to civil or criminal proceedings in relation to the alleged contravention of subsection 674(2) or 675(2) if:

(i) an infringement notice is not issued to the disclosing entity for the alleged contravention; or

(ii) an infringement notice issued to the disclosing entity for the alleged contravention is withdrawn under section 1317DAI; or

(c) prevent a Court from imposing a higher penalty than the penalty specified in the infringement notice if the disclosing entity does not comply with the infringement notice.

1317DAC Issue of infringement notice

Issue of infringement notice

(1) Subject to section 1317DAD, if ASIC has reasonable grounds to believe that a disclosing entity has contravened subsection 674(2) or 675(2), ASIC may issue an infringement notice to the disclosing entity.

(2) ASIC issues the infringement notice to the disclosing entity by serving it on the disclosing entity.

(3) ASIC must not issue more than one infringement notice to the disclosing entity for the same alleged contravention of subsection 674(2) or 675(2).

ASIC must have regard to certain matters

(4) In determining whether to issue an infringement notice to a listed disclosing entity for an alleged contravention of subsection 674(2), ASIC must have regard to:

(a) any guidelines issued by the relevant market operator for the listed disclosing entity that relate to the provisions of the listing rules referred to in subsection 674(1); and

- (b) any other relevant matter.

Infringement notice does not have effect

(5) The infringement notice does not have any effect if the infringement notice:

- (a) is issued more than 12 months after the day on which the contravention of subsection 674(2) or 675(2) is alleged to have occurred; or
- (b) relates to more than one alleged contravention of subsection 674(2) or 675(2) by the disclosing entity.

1317DAD Statement of reasons must be given

Statement of reasons

(1) Before issuing the infringement notice, ASIC must:

- (a) give the disclosing entity a written statement that sets out ASIC's reasons for believing that the disclosing entity has contravened subsection 674(2) or 675(2); and
- (b) give a representative of the disclosing entity an opportunity to:
 - (i) appear at a private hearing before ASIC; and
 - (ii) give evidence to ASIC; and
 - (iii) make submissions to ASIC;in relation to the alleged contravention of subsection 674(2) or 675(2).

(2) If the disclosing entity is a listed disclosing entity, ASIC must consult with the relevant market operator for the disclosing entity before giving the disclosing entity the statement under this subsection.

(3) ASIC does not need to consult the relevant market operator under subsection (2) if:

- (a) the disclosing entity is the relevant market operator; or
- (b) the disclosing entity conducts a business in competition with a business conducted by the relevant market operator.

Limit on the use of evidence or information given to ASIC

(4) Evidence or information that a representative of the disclosing entity gives ASIC under paragraph (1)(b) in relation to the alleged contravention of subsection 674(2) or 675(2) is:

- (a) not admissible in evidence against the disclosing entity in any proceedings; and
- (b) not admissible in evidence against a representative of the disclosing entity in any proceedings (other than proceedings for an offence based on the evidence or information given being false or misleading).

1317DAE Matters to be included in infringement notice

(1) The infringement notice:

- (a) must state the day on which it is issued; and
- (b) must state the name and address of the disclosing entity to whom it is issued; and
- (c) must state that it is being issued by ASIC; and
- (d) must state that ASIC may publish details of the disclosing entity's compliance with the infringement notice under section 1317DAJ if the disclosing entity complies with the notice; and
- (e) must give details of the alleged contravention by the disclosing entity, including:
 - (i) the date of the alleged contravention; and
 - (ii) the particular provision that was contravened; and
- (f) must state the maximum pecuniary penalty that a Court could impose under Part 9.4B in relation to the alleged contravention; and
- (g) must specify the penalty that is payable in relation to the alleged contravention; and
- (h) must state that the penalty is payable to ASIC on behalf of the Commonwealth; and
- (i) if it is alleged that the disclosing entity contravened subsection 674(2)—may specify information that the disclosing entity must notify to the relevant market operator in accordance with the provisions of the listing rules referred to in subsection 674(1); and
- (j) if it is alleged that the disclosing entity contravened subsection 675(2)—may require the disclosing entity to lodge a document with ASIC that contains specified information; and
- (k) must explain the effect of sections 1317DAF, 1317DAG and 1317DAH; and
- (l) must state that the disclosing entity may make written representations to ASIC seeking the withdrawal of the infringement notice; and
- (m) must contain any other matters that are prescribed in the regulations.

(2) Subject to subsection (3), the penalty specified in the infringement notice under paragraph (1)(g) for an alleged contravention of subsection 674(2) is:

- (a) \$100,000 if the disclosing entity is a Tier 1 entity; or
- (b) \$66,000 if the disclosing entity is a Tier 2 entity; or
- (c) \$33,000 if the disclosing entity is a Tier 3 entity.

(3) The penalty specified in the infringement notice under paragraph (1)(g) for an alleged contravention of subsection 674(2) is:

(a) \$100,000 if the disclosing entity is a Tier 2 entity; or

(b) \$66,000 if the disclosing entity is a Tier 3 entity;

if:

(c) the disclosing entity has at any time been convicted of an offence based on subsection 674(2) or 675(2); or

(d) a civil penalty order under Part 9.4B has at any time been made against the disclosing entity in relation to a contravention of subsection 674(2) or 675(2); or

(e) the disclosing entity has at any time breached an enforceable undertaking given to ASIC under section 93AA of the ASIC Act in relation to the requirements of subsection 674(2) or 675(2).

(4) Subject to subsection (5), the penalty specified in the infringement notice under paragraph (1)(g) for an alleged contravention of subsection 675(2) is \$33,000.

(5) The penalty specified in the infringement notice under paragraph (1)(g) for an alleged contravention of subsection 675(2) is \$66,000 if:

(a) the disclosing entity has at any time been convicted of an offence based on subsection 674(2) or 675(2); or

(b) a civil penalty order under Part 9.4B has at any time been made against the disclosing entity in relation to a contravention of subsection 674(2) or 675(2); or

(c) the disclosing entity has at any time breached an enforceable undertaking given to ASIC under section 93AA of the ASIC Act in relation to the requirements of subsection 674(2) or 675(2).

(6) For the purposes of this section:

(a) a disclosing entity is:

(i) a **Tier 1 entity** if its market capitalisation on the relevant day exceeds \$1,000 million; and

(ii) a **Tier 2 entity** if its market capitalisation on the relevant day exceeds \$100 million but does not exceed \$1,000 million; and

(iii) a **Tier 3 entity** if its market capitalisation on the relevant day does not exceed \$100 million or it is not possible to work out its market capitalisation on the relevant day because it has not lodged a financial report with ASIC before the relevant day; and

(b) the **relevant day** for an infringement notice is the last day of the financial year in relation to which the latest financial report by the disclosing entity has been lodged with ASIC before the infringement notice is issued.

(7) This is how to work out a disclosing entity's **market capitalisation** on the relevant day:

(a) for each class of security of the disclosing entity that is a quoted security:

- (i) work out the closing price, on the relevant day, for securities in that class on the prescribed financial market on which the securities are quoted; and
- (ii) multiply that price by the number of securities in that class on issue on the relevant day (as shown in the financial report lodged with ASIC for the period that ends on the relevant day); and

(b) add up the amounts obtained under paragraph (a): the result is the disclosing entity's market capitalisation on the relevant day.

Disregard quoted securities of the disclosing entity that are options.

1317DAF Effect of issue and compliance with infringement notice

Circumstances in which this section applies

(1) This section applies if subsection (2) or (3) is satisfied.

(2) This subsection is satisfied if:

- (a) the compliance period for the infringement notice has not ended; and
- (b) the infringement notice is not withdrawn under section 1317DAI; and
- (c) subsection (3) has not been satisfied.

(3) This subsection is satisfied if, within the compliance period for the infringement notice, the disclosing entity:

- (a) pays the penalty specified in the infringement notice; and
- (b) either:
 - (i) if it is alleged in the infringement notice that the disclosing entity contravened subsection 674(2)—notifies the relevant market operator, in accordance with the provisions of the listing rules referred to in subsection 674(1), of any information specified in the infringement notice; or
 - (ii) if it is alleged in the infringement notice that the disclosing entity contravened subsection 675(2)—lodges any required document with ASIC that contains the information specified in the infringement notice.

Note: If this subsection is satisfied, ASIC must not withdraw the infringement notice, see section 1317DAI.

No contravention etc. by the disclosing entity

(4) The disclosing entity is not, by reason only of subsection (3) being satisfied, regarded as:

- (a) having contravened the provision specified in the infringement notice; or
- (b) having been convicted of an offence constituted by the same conduct that constituted the alleged contravention of the provision specified in the infringement notice.

No proceedings may be started etc.

(5) Subject to subsection (6), no proceedings (whether criminal or civil) may be started or continued against the disclosing entity in relation to:

- (a) the alleged contravention of the provision specified in the infringement notice; or
- (b) an offence constituted by the same conduct that constituted the alleged contravention.

(6) Subsection (5) does not apply to the following proceedings:

- (a) compensation proceedings, contravention proceedings, enforcement proceedings and public interest proceedings that relate to the alleged contravention of the provision specified in the infringement notice;
- (b) proceedings to enforce the following orders of a Court:
 - (i) an order made in relation to proceedings referred to in paragraph (a);
 - (ii) an order made under subsection 1335(2) in relation to proceedings referred to in paragraph (a) other than public interest proceedings;
- (c) any other proceedings in respect of a breach of an order referred to in paragraph (b);
- (d) an appeal to a Court against the following decisions or orders of a Court:
 - (i) a decision or order made in relation to proceedings referred to in paragraph (a);
 - (ii) a decision or order made under subsection 1335(2) in relation to the proceedings referred to in paragraph (a) other than public interest proceedings.

(7) To avoid doubt, subsection (5) does not prevent ASIC from:

- (a) making an order under section 91 of the ASIC Act; or
- (b) bringing proceedings to enforce the order.

1317DAG Effect of failure to comply with infringement notice

Circumstances in which this section applies

(1) This section applies if an infringement notice issued to a disclosing entity is not withdrawn under section 1317DAI.

Effect of failure to comply with infringement notice

(2) If the disclosing entity fails to do a thing specified in column 2 of the following table within the compliance period for the infringement notice, the disclosing entity is liable to the proceedings specified in column 3 of the following table:

Effect of failure to comply with infringement notice

Column 1	Column 2	Column 3
Item	If the disclosing entity fails to:	the disclosing entity is liable to:
1	pay the penalty specified in the infringement notice	proceedings under Part 9.4B for: (a) a declaration of contravention; and (b) a pecuniary penalty order; in relation to the alleged contravention of the provision specified in the infringement notice.
2	notify the relevant market operator, in accordance with the provisions of the listing rules referred to in subsection 674(1), of any information specified in the infringement notice if it is alleged in the infringement notice that the disclosing entity contravened subsection 674(2)	proceedings for an order under section 1324B in relation to the alleged contravention of the provision specified in the infringement notice.
3	lodge any required document with ASIC that contains the information specified in the infringement notice if it is alleged in the infringement notice that the disclosing entity contravened subsection 675(2).	proceedings for an order under section 1324B in relation to the alleged contravention of the provision specified in the infringement notice.

No other proceedings may be started etc.

(3) Subject to subsection (4), no other proceedings (whether criminal or civil) may be started or continued against the disclosing entity in relation to:

- (a) the alleged contravention of the provision specified in the infringement notice; or
- (b) an offence constituted by the same conduct that constituted the alleged contravention.

(4) Subsection (3) does not apply to the following proceedings:

- (a) compensation proceedings, contravention proceedings, enforcement proceedings and public interest proceedings that relate to the alleged contravention of the provision specified in the infringement notice;
- (b) proceedings to enforce the following orders of a Court:
 - (i) an order made in relation to penalty and disclosure proceedings;
 - (ii) an order made in relation to proceedings referred to in paragraph (a);
 - (iii) an order made under subsection 1335(2) in relation to penalty and disclosure proceedings;

- (iv) an order made under subsection 1335(2) in relation to proceedings referred to in paragraph (a) other than public interest proceedings;
- (c) any other proceedings in respect of a breach of an order referred to in paragraph (b);
- (d) an appeal to a Court against the following decisions or orders of a Court:
 - (i) a decision or order made in relation to penalty and disclosure proceedings;
 - (ii) a decision or order made in relation to proceedings referred to in paragraph (a);
 - (iii) a decision or order made under subsection 1335(2) in relation to penalty and disclosure proceedings;
 - (iv) a decision or order made under subsection 1335(2) in relation to proceedings referred to in paragraph (a) other than public interest proceedings.

(5) To avoid doubt, subsection (3) does not prevent ASIC from:

- (a) making a determination under subsection 708AA(3), 708A(2), 713(6), 713A(23), 1012DAA(3), 1012DA(2) or 1013FA(3) of this Act; or
- (b) making an order under section 91 of the ASIC Act; or
- (c) accepting an undertaking under section 93AA of the ASIC Act; or
- (d) bringing proceedings to enforce the determination, order or undertaking.

1317DAH Compliance period for infringement notice

- (1) Subject to this section, the compliance period for an infringement notice is a period of 28 days beginning on the day after the day on which the infringement notice is issued.
- (2) ASIC may extend, by notice in writing, the compliance period for the infringement notice if ASIC is satisfied that it is appropriate to do so.
- (3) Only one extension may be given and the extension must not be for longer than 28 days.
- (4) Notice of the extension must be given to the disclosing entity that was issued with the infringement notice.
- (5) A failure to comply with subsection (4) does not affect the validity of the extension.
- (6) If ASIC extends the compliance period for an infringement notice, a reference in this Act to the compliance period for an infringement notice is taken to be a reference to the compliance period as so extended.

1317DAI Withdrawal of infringement notice

Disclosing entity may seek withdrawal

- (1) If an infringement notice is issued to a disclosing entity, the disclosing entity may make written representations to ASIC seeking the withdrawal of the infringement notice.

(2) Evidence or information that a representative of the disclosing entity gives ASIC in the course of making representations under subsection (1) is:

- (a) not admissible in evidence against the disclosing entity in any proceedings; and
- (b) not admissible in evidence against a representative of the disclosing entity in any proceedings (other than proceedings for an offence based on the evidence or information given being false or misleading).

Withdrawal

(3) Subject to subsection (4), ASIC may withdraw the infringement notice (whether or not the disclosing entity has made representations seeking the withdrawal) if ASIC is satisfied that it is appropriate to do so.

(4) ASIC must not withdraw the infringement notice if subsection 1317DAF(3) is satisfied.

Withdrawal notice

(5) The withdrawal must be made by notice in writing and must be given to the disclosing entity.

(6) The withdrawal notice must state:

- (a) the name and address of the disclosing entity; and
- (b) the day on which the infringement notice was issued to the disclosing entity; and
- (c) that the infringement notice is withdrawn; and
- (d) that civil proceedings under Part 9.4B may be brought against the disclosing entity for a contravention of the provision specified in the infringement notice; and
- (e) that a prosecution for an offence based on the provision specified in the infringement notice may be brought against the disclosing entity.

Refund of penalty

(7) If:

- (a) the disclosing entity pays the penalty specified in the infringement notice; and
- (b) the infringement notice is withdrawn after the disclosing entity pays the penalty;

ASIC must refund to the disclosing entity an amount equal to the amount paid.

1317DAJ Publication in relation to infringement notices

(1) If:

- (a) ASIC issues an infringement notice to a disclosing entity; and
- (b) subsection 1317DAF(3) (compliance with the infringement notice) is satisfied;

ASIC may publish details of the disclosing entity's compliance with the infringement notice under subsection (2) or (3) or under both of those subsections.

(2) ASIC publishes details of the disclosing entity's compliance with the infringement notice under this subsection if it publishes a copy of the infringement notice in the *Gazette* together with the following statements:

- (a) a statement that the disclosing entity has complied with the infringement notice;
- (b) a statement that compliance with the notice is not an admission of guilt or liability;
- (c) a statement that the disclosing entity is not regarded as having contravened the provision specified in the notice.

(3) ASIC publishes details of the disclosing entity's compliance with the infringement notice under this subsection if:

(a) ASIC issues a statement (whether written or oral) about the disclosing entity's compliance with the infringement notice; and

(b) the statement is limited to an accurate summary of the infringement notice including:

- (i) the name of the disclosing entity; and
- (ii) the amount of the penalty payable under the notice in relation to the alleged contravention; and
- (iii) the conduct specified in the notice as the conduct in relation to which the infringement notice was issued;

together with the following statements:

- (iv) a statement that the disclosing entity has complied with the infringement notice;
- (v) a statement that compliance with the notice is not an admission of guilt or liability;
- (vi) a statement that the relevant disclosing entity is not regarded as having contravened the provision specified in the notice.

(4) ASIC must not otherwise publish details of:

- (a) an infringement notice; or
- (b) a disclosing entity's compliance with an infringement notice.

Failure to comply with this subsection is not an offence.

17-0927

NOTICE UNDER SECTION 915F OF THE CORPORATIONS ACT 2001

Notice is given under section 915F of the *Corporations Act 2001* that the Australian Securities and Investments Commission has taken the action set out in the Notice below, which action took effect on 17 October 2017.

**Australian Securities and Investments Commission
Corporations Act 2001 section 915B**

Notice of Suspension of Australian Financial Services Licence

To: M.J. Wren & Co Pty Ltd ACN 117 423 373

TAKE NOTICE that under section 915B of the *Corporations Act 2001*, the Australian Securities and Investments Commission hereby suspends Australian financial services licence number 298356 held by M.J. Wren & Co Pty Ltd ACN 117 423 373 until 16 October 2018.

Dated this 16th day of October 2017

Signed:.....*ccuft*.....

Christine Croft, a delegate of the Australian Securities and Investments Commission

CORPORATIONS ACT 2001
Section 601CL(4)

ASIC will strike the foreign companies listed below off the register three months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this twentieth day of October 2017

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ARBN
AIZAWA REAL ESTATE CO., LTD	112 380 131
EUROFIN INVESTMENTS PTE. LTD.	615 238 438

CORPORATIONS ACT 2001
Section 601CL(5)

ASIC has struck the foreign companies listed
below off the register.

Dated this twentieth day of October 2017

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ARBN
BABCOCK INFORMATION ANALYTICS AND SECURITY LIMITED	158 693 442
CP GOLD COAST CO., LTD.	154 298 361
JANUS CAPITAL ASIA LIMITED	122 997 317
PARROTD OG BREWING AUSTRALIA LIMITED	602 900 765

CORPORATIONS ACT 2001
Subsection 601PB(2)

ASIC may deregister the managed investment schemes listed below two months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this twentieth day of October 2017

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Scheme	ARSN
CEDAR CREEK ROAD RESIDENTIAL DEVELOPMENT FUND	157 720 333
INDUSTRY FUND PORTFOLIO SERVICE	156 619 340
JANA TAILORED TRUST NO.1	093 235 422
KINGSWAY PREMIUM INCOME FUND	099 747 663
SANDHURST PROFESSIONAL IML AUSTRALIAN SHARE FUND	119 357 809
SANDHURST PROFESSIONAL IML FUTURE LEADERS FUND	119 357 756
SANDHURST PROFESSIONAL IML INDUSTRIAL SHARE FUND	119 357 498

Corporations Act 2001
Subsection 164(3)

Notice is hereby given that ASIC will alter the registration details of the following companies 1 month after the publication of this notice, unless an order by a court or Administrative Appeals Tribunal prevents it from doing so.

AUSCARE HOME & COMMUNITY CARE PTY LTD ACN 169 543 453 will change to a public company limited by shares. The new name will be **AUSCARE HOME & COMMUNITY CARE LIMITED** ACN 169 543 453.

GIVV TECHNOLOGIES PTY LTD ACN 143 010 048 will change to a public company limited by shares. The new name will be **GIVV TECHNOLOGIES LTD** ACN 143 010 048.

IMAGINE INTELLIGENT MATERIALS PTY LTD ACN 169 015 847 will change to a public company limited by shares. The new name will be **IMAGINE INTELLIGENT MATERIALS LIMITED** ACN 169 015 847.

LANDFILL GAS INDUSTRIES PTY LTD ACN 138 085 551 will change to a public company limited by shares. The new name will be **LGI LIMITED** ACN 138 085 551.

TASCANN PTY LTD ACN 621 287 965 will change to a public company limited by shares. The new name will be **TASCANN LIMITED** ACN 621 287 965.